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Attorneys for Plaintiff,
GARY L. KENT

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

GARY L. KENT, individually,

Plaintiff,

v.

QUALITY LOAN SERVICE CORP., a
California corporation; OCWEN LOAN
SERVICING, LLC, a Delaware limited
liability company; FIDELITY NATIONAL
DEFAULT SOLUTIONS, INC., a
corporation of unknown origin; DOES I
through X, inclusive; and ROE
CORPORATIONS, I through X, inclusive,

Defendants.

Case No.: 2:10-cv-01869-RLH-RJJ

**STIPULATION AND ORDER FOR
WITHDRAWAL OF TEMPORARY
RESTRAINING ORDER AND DISMISSAL
OF COMPLAINT**

Hearing Date:
Hearing Time:

**STIPULATION AND ORDER FOR WITHDRAWAL OF
TEMPORARY RESTRAINING ORDER AND DISMISSAL OF COMPLAINT**

IT IS HEREBY STIPULATED and AGREED to by and between: Plaintiff GARY L. KENT (hereinafter referred to as "Plaintiff"), by and through his attorneys of record, David S. Lee, Esq. and Charlene N. Renwick, Esq.; QUALITY LOAN SERVICE, CORP. (hereinafter referred to as "Quality Loan"), by and through its attorneys Kirsten Schuler-Hintz, Esq., and Christopher M. Hunter, Esq.; and Defendant OCWEN LOAN SERVICING, LLC (hereinafter referred to as "Ocwen"), by and through its attorneys, Jeffrey S. Allison, Esq. as follows:

3. On October 13, 2010, the Court issued an Order Granting Emergency Ex Parte Restraining Order and/or Preliminary Injunction precluding Defendants from selling the Subject Property until further Order of the Court. The Court scheduled a hearing on the matter for October 26, 2010.

15 5. On October 25, 2010, Defendant Ocwen petitioned the United States District Court
16 for the District of Nevada for removal of case number A-10-627157-C based on diversity.

7. As a result, Plaintiff hereby agrees to withdraw the Restraining Order and/or Preliminary Injunction granted by the District Court on October 13, 2010. Plaintiff further agrees to voluntarily dismiss, without prejudice, the underlying Complaint against Defendants, which will be converted to a dismissal with prejudice after January 17, 2011.

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1 9. Plaintiff and Defendants agree that the \$1,500.00 bond submitted to the Court by
2 Plaintiff under NRCp 65 (c) shall be returned to Plaintiff in full.

3 10. Plaintiff and Defendants agree to bear their own attorney's fees and costs incurred
4 in this matter.

5 **IT IS SO STIPULATED.**

6 DATED this 28th day of October, 2010.

 DATED this 27th day of October, 2010.

7 **LEE, HERNANDEZ, BROOKS,**
8 **GAROFALO & BLAKE**

HOUSER & ALLISON

9 /s/ Charlene N. Renwick, Esq.

 /s/ Jeffrey S. Allison, Esq.

10 _____
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18 Nevada Bar No. 8949
19 9970 Research Drive
20 Irvine, California 92618

21 Attorneys for Plaintiff

 Attorney for Ocwen Loan Servicing, LLC

22 DATED this 27th day of October, 2010.

23 **McCARTHY & HOLTHUS, LLP**

24 /s/ Kirsten Schuler-Hintz, Esq.

25 _____
26 KIRSTEN SCHULER-HINTZ
27 Nevada Bar No. 7171
28 CHRISTOPHER M. HUNTER
 Nevada Bar No. 8127
 9510 West Sahara Ave, Suite 110
 Las Vegas, Nevada 89117

 Attorneys for Quality Loan Service, Corp.

ORDER

IT IS SO ORDERED:

 UNITED STATES DISTRICT JUDGE

 DATED: October 29 , 2010